

MATTHEW MORBELLO, SBN 190043  
TEAGUE P. PATERSON, SBN 226659  
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Attorneys for Plaintiffs  
Trustees of the Tri-Counties Welfare Trust Fund and Professional Group Administrators, Inc.

**UNITED STATES DISTRICT COURT**  
**FOR THE NORTHERN DISTRICT OF CALIFORNIA**  
**AT SAN JOSE**

TRUSTEES OF THE TRI-COUNTIES  
WELFARE TRUST FUND and  
PROFESSIONAL GROUP  
ADMINISTRATORS, INC.,

Plaintiff,

v.

BAHRAT RAKSHAK, DDS, a professional  
dental corporation, d/b/a RODEO DENTAL  
GROUP; LYNNE SIMMS, D.D.S., a  
professional dental corporation, d/b/a RODEO  
DENTAL GROUP; JESSICA HUANTE,  
individually; BAHRAT RAKSHAK,  
individually; LYNNE SIMMS, individually;  
DOES 1 through 15 inclusive,

Defendants.

Case No. C-07-06332 RMW

**DECLARATION OF MATTHEW  
MORBELLO IN SUPPORT OF MOTION  
TO REMAND**  
[Fed R. Civ. P. 1447(c)]

Hearing Date: March 7, 2008  
Hearing Time: 9:00 a.m.  
Courtroom: Ctrm. 6, 4th Floor  
Judge: Hon. Ronald M.  
Whyte  
Complaint Filed: September 28, 2007  
Trial Date: TBD

**DECLARATION OF MATTHEW MORBELLO**  
**IN SUPPORT OF MOTION TO REMAND**

I, Matthew Morbello, declare:

1. I am the attorney for Trustees of the Tri-Counties Welfare Trust Fund ("Tri-Counties") and Professional Group Administrators, Inc. ("PGA") and have personal knowledge of each fact stated in this declaration.

1           2.       The complaint in the above-captioned matter was originally filed on September 28,  
2 2007 in the Superior Court for the State of California for Monterey County, and assigned case  
3 number M86583.

4           3.       The summons and complaint in this matter were served on defendant Jessica Huante  
5 by substituted service pursuant to California Code of Civil Procedure § 415.20. A true and correct  
6 copy of the proof of service showing service effective on December 4, 2007 (10 days after mailing) is  
7 attached as Exhibit A to this declaration.

8           4.       Good Samaritan Hospital, LP filed a complaint on October 1, 2007 against Tri-  
9 Counties, Pacific Health Alliance, Inc. and Rodeo Dental Group in the Superior Court for the State of  
10 California for Monterey County, assigned case number 107CV095539. This complaint is  
11 substantially related to the complaint filed in Monterey County. A true and correct copy of this  
12 complaint is attached as Exhibit B to this declaration.

13           5.       On October 22, 2007, our office sent and faxed a letter to Dr. Bharat Rakshak, asking  
14 him to have his attorney, who had not yet entered an appearance, contact me to discuss removing the  
15 complaint filed by Good Samaritan Hospital to federal court. I did not receive a response to my  
16 letter. A true and correct copy of the letter and fax coversheet are attached as Exhibit C to this  
17 declaration.

18           6.       The docket information on the website for the Santa Clara County Superior Court  
19 shows that on November 19, 2007, Rodeo Dental filed an answer to the complaint filed by Good  
20 Samaritan Hospital.

21           I declare under penalty of perjury under the laws of the State of California that the foregoing  
22 is true and correct.

23  
24 Date: January 10, 2008

  
MATTHEW MORBELLO

**EXHIBIT A**

POS-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>TEAGUE P. PATERSON, ESQ. (226659)</b> <b>BEESON, TAYER &amp; BODINE</b> 1404 Franklin Street, 5th Floor Oakland, California 94612 TELEPHONE NO.: (510) 625-9700 FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): <b>PLAINTIFFS</b>	FOR COURT USE ONLY  <h1 style="text-align: center;">FILED</h1> <h2 style="text-align: center;">DEC 17 2007</h2> <b>CONNIE MAZZEI</b> <b>CLERK OF THE SUPERIOR COURT</b> <b>DEPUTY</b>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY</b> STREET ADDRESS: 1200 Aguajito Road, 2nd MAILING ADDRESS: Monterey, California CITY AND ZIP CODE: BRANCH NAME:	
PLAINTIFF/PETITIONER: TRUSTEES OF THE TRI-COUNTIES WELFARE DEFENDANT/RESPONDENT: BAHRAT RAKSHAK DDS	CASE NUMBER: <h3 style="text-align: center;">M86583</h3>
<h3 style="text-align: center;">PROOF OF SERVICE OF SUMMONS</h3>	Ref. No. or File No.: <h3 style="text-align: center;">W2487293</h3>

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
  - a. ☐ summons
  - b. ☐ complaint
  - c. ☐ Alternative Dispute Resolution (ADR) package
  - d. ☐ Civil Case Cover Sheet (served in complex cases only)
  - e. ☐ cross-complaint
  - f. ☒ other (specify documents): SUMMONS; FIRST AMENDED COMPLAINT; COMPLAINT; CASE MANAGEMENT NOTICE
3. a. Party served (specify name of party as shown on documents served):  
JESSICA HUARTE, individually
- b. ☐ Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):
4. Address where the party was served: 750 Colton Drive  
Salinas, CA 93950
5. I served the party (check proper box)
  - a. ☐ by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): (2) at (time):
  - b. ☒ by substituted service. On (date): 11/24/2007 at (time): 1:16 p.m. I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3):  
GILBERTO MEJIA, Grandfather
    - (1) ☐ (business) a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
    - (2) ☒ (home) a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
    - (3) ☐ (physical address unknown) a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
    - (4) ☐ I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (date): from (city): or ☒ a declaration of mailing is attached.
    - (5) ☒ I attach a declaration of diligence stating actions taken first to attempt personal service.

PLAINTIFF/PETITIONER: TRUSTEES OF THE TRI-COUNTIES WELFARE	CASE NUMBER:
DEFENDANT/RESPONDENT: BHRAT RAKSHAK DDS	M86583

5. c. ☐ by mail and acknowledgment of receipt of service. I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): (2) from (city):
- (3) ☐ with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgement of Receipt.*) (Code Civ. Proc., § 415.30.)
- (4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. ☐ by other means (*specify means of service and authorizing code section*):

☐ Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. ☒ as an individual defendant.
- b. ☐ as the person sued under the fictitious name of (*specify*):
- c. ☐ as occupant.
- d. ☐ On behalf of (*specify*):
- under the following Code of Civil Procedure section:
- |   |   |
|---|---|
| <input type="checkbox"/> 416.10 (corporation)                     | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation)             | <input type="checkbox"/> 416.60 (minor)                               |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee)                 |
| <input type="checkbox"/> 416.40 (association or partnership)      | <input type="checkbox"/> 416.90 (authorized person)                   |
| <input type="checkbox"/> 416.50 (public entity)                   | <input type="checkbox"/> 415.46 (occupant)                            |
|   | <input type="checkbox"/> other:                                       |

7. Person who served papers

- a. Name: Gerardo Serra
- b. Address: Wheels of Justice, Inc., 657 Mission Street, Suite 502, San Francisco, California 94105
- c. Telephone number: (415) 546-6000
- d. The fee for service was: \$
- e. I am:
- (1) ☐ not a registered California process server.
- (2) ☐ exempt from registration under Business and Professions Code section 22350(b).
- (3) ☒ a registered California process server:
- (i) ☐ owner ☐ employee ☒ independent contractor.
- (ii) Registration No.: 55
- (iii) County: Monterey

8. ☒ I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or

9. ☐ I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: November 27, 2007

Gerardo Serra

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)

  
(SIGNATURE)

TEAGUE P. PATERSON, ESQ. (226659)  
 BEESON, TAYER & BODINE  
 1404 Franklin Street, 5th Floor  
 Oakland, California 94612  
 Telephone: (510) 625-9700  
 Attorneys for: PLAINTIFFS

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 IN AND FOR THE COUNTY OF MONTEREY

Plaintiff(s) : TRUSTEES OF THE TRI-COUNTIES WELFARE  
 Defendant(s) : BAHRAT RAKSHAK DDS

Hearing Date:  
 Time: Dept.

Invoice No. W2487293	DECLARATION RE DILIGENCE	Case No. M86583
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I Gerardo Serra, and any employees or independent contractors retained by  
 WHEELS OF JUSTICE, INC. are and were on the dates mentioned herein over the age of eighteen years  
 and not a party to this action. Personal service was attempted on

JESSICA HUARTE, individually

- (3) Alternate Address : 22 Kilburn St Apt B,, Watsonville, Ca 95076-4208,
- (2) Business Address : UNKNOWN,
- (1) Residence Address :750 Colton Drive, Salinas, Ca 93950

<u>Date and time of attempt(s):</u>	<u>Reason for non-service:</u>	<u>Loc</u>
11/15/07 4:15 p.m.	No answer.	1
11/16/07 6:52 p.m.	Subject not in.	1
11/18/07 10:15 a.m.	No answer.	1
11/19/07 7:07 p.m.	No answer.	1
11/20/07 7:44 p.m.	No answer.	1
11/21/07 8:25 p.m.	No answer.	1
11/24/07 1:16 p.m.	Subserved GILBERTO MEJIA, Grandfarther.	1

This Declaration is based upon business records maintained in the normal course of business  
 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
 true and correct.

Executed on November 27, 2007

Signature



Gerardo Serra



Printed on recycled paper

WHEELS OF JUSTICE, INC., 657 Mission Street, Suite 502 San Francisco, CA 94105 (415) 546-6000

Attorney Or Party Without Attorney (Name and Address)		Telephone:		<b>FILED</b> <b>DEC 17 2007</b> <b>CONNIE MAZZEI</b> <b>CLERK OF THE SUPERIOR COURT</b> <b>DEPUTY</b>
-TEAGUE P. PATERSON, ESQ. (226659) BEESON, TAYER & BODINE 1404 Franklin Street, 5th Floor Oakland, California 94612		(510) 625-9700		
Attorneys for: PLAINITFFS		Ref. No. Or File No. W2487293		
Insert name of court, judicial district and branch court, if any:				
SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF MONTEREY				
Plaintiff:				
TRUSTEES OF THE TRI-COUNTIES WELFARE				
Defendant:				
BAHRAT RAKSHAK DDS				
POS BY MAIL	Hearing Date:	Time:	Dept/Div:	Case Number: M86583

At the time of service I was at least 18 years of age and not a party to this action.  
 On November 27, 2007, I served the within:

SUMMONS; FIRST AMENDED COMPLAINT; COMPLAINT; CASE MANAGEMENT NOTICE

on the defendant in the within action by placing a true copy in a sealed envelope with postage fully prepaid for first class in the United States mail at San Francisco, California, addressed as follows:

JESSICA HUARTE, individually  
 750 Colton Drive  
 Salinas, CA 93950

Person serving:  
 Edwina Galvan  
**Wheels of Justice, Inc.**  
 657 Mission Street, Suite 502  
 San Francisco, California 94105  
 Phone: (415) 546-6000

a. Fee for service:  
 d. Registered California Process Server  
 (1) Employee or independent contractor  
 (2) Registration No.: 406  
 (3) County: San Francisco

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: November 27, 2007

Signature: \_\_\_\_\_

Edwina Galvan



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Judicial Council form, rule 982(a) (23)

**EXHIBIT B**



OCT-03-2007(WED) 10:04 ONE LEGAL, INC.

(FAX) 1+510+873+0984

P. 005

1 GLENN E. SOLOMON (State Bar No. 155674)  
 2 MICHAEL A. DUBIN (State Bar No. 212581)  
 3 **HOOPER, LUNDY & BOOKMAN, INC.**  
 4 575 Market Street, Suite 2300  
 5 San Francisco, California 94501  
 6 Telephone: (415) 875-8500  
 7 Facsimile: (415) 875-8519  
 8 E-Mail: mdubin@health-law.com

9 ATTORNEYS FOR PLAINTIFF GOOD SAMARITAN  
 10 HOSPITAL LP

ENDORSED FILED

OCT -1 07

MRI TORRE, CEO  
 SUPERIOR COURT OF CA.  
 CO. OF SANTA CLARA  
 DEPUTY

J. Cao-Nguyen

## SUPERIOR COURT OF THE STATE OF CALIFORNIA

## COUNTY OF SANTA CLARA

11 GOOD SAMARITAN HOSPITAL LP, d/b/a  
 12 GOOD SAMARITAN HOSPITAL, a  
 13 California limited partnership,

Plaintiff,

vs.

14 TRI-COUNTIES HEALTH AND WELFARE  
 15 TRUST FUND, a health plan insurer,  
 16 PACIFIC HEALTH ALLIANCE, INC., a  
 17 California corporation; RODEO DENTAL  
 18 GROUP; a California business and DOES 1-  
 19 50, inclusive,

Defendants.

CASE NO. **107CV095539**  
 COMPLAINT FOR DAMAGES

BY FAX

20 GOOD SAMARITAN HOSPITAL LP, d/b/a GOOD SAMARITAN HOSPITAL hereby  
 21 brings this Complaint (this "Complaint") against TRI-COUNTIES HEALTH AND WELFARE  
 22 TRUST FUND, a health plan insurer, PACIFIC HEALTH ALLIANCE, INC., a California  
 23 corporation and RODEO DENTAL GROUP, a California business. This case arises out of over  
 24 \$2,000,000.00 in health care services provided by GOOD SAMARITAN to a Mother and her  
 25 Baby<sup>1</sup>, who were entitled to health care coverage arranged for by Defendants. GOOD  
 26

27 <sup>1</sup> For purposes of confidentiality, this Complaint does not contain the names of the mother and the  
 28 baby, who were patients of Good Samaritan and for purposes hereof will be referred to as "Mother  
 (footnote continued)

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COMPLAINT FOR DAMAGES

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1 SAMARITAN has the right to payment based on direct legal rights, and independently, based on  
 2 an assignment of benefits from, and on behalf of, Mother G and Baby G.

3 Each of the Defendants has either pointed a finger at one of the other defendants or failed  
 4 in part in whole to respond to inquiries from GOOD SAMARITAN about which one bears  
 5 primary responsibility among them for payment. Accordingly, GOOD SAMARITAN has been  
 6 forced to serve these Defendants together to obtain payment.

7 As such, Plaintiff, GOOD SAMARITAN, complains and alleges based on information and  
 8 belief as follows:

### 9 PARTIES

10 1. Plaintiff GOOD SAMARITAN HOSPITAL d/b/a GOOD SAMARITAN  
 11 HOSPITAL ("GOOD SAMARITAN") is, and at all relevant times was, a California limited  
 12 partnership whose principal place of business is in San Jose, California.

13 2. GOOD SAMARITAN is also the assignee of the claims of Mother G and her  
 14 daughter, Baby G, who were patients at GOOD SAMARITAN.

15 3. Plaintiff is informed by defendant TRI-COUNTIES HEALTH AND WELFARE  
 16 TRUST FUND (the "TRI -COUNTIES FUND") that it is a joint labor-management welfare  
 17 benefit plan within the meaning of Section 3(2)(A) of the Employee Retirement Income Security  
 18 Act of 1974 (ERISA), 29 U.S.C. § 1002(1). The TRI-COUNTIES FUND's principal place of  
 19 business is Salinas, California.

20 4. GOOD SAMARITAN is informed and believes that Defendant PACIFIC  
 21 HEALTH ALLIANCE, INC. ("PHA") is a for-profit California corporation whose principal place  
 22 of business and registered agent for service of process address is 1350 Bayshore Hwy., Suite 560,  
 23 Burlingame, CA 94010. GOOD SAMARITAN is informed and believes that, among other  
 24 things, PHA is authorized to transact business, and does transact business, in Santa Clara County  
 25 and throughout California. GOOD SAMARITAN is informed and believes that PHA arranged for

26 \_\_\_\_\_  
 27 G" and "Baby G." The correct legal names of Mother G and Baby G have been provided to  
 28 Defendants.

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1 the provision of medical services to the TRI-COUNTIES FUND subscribers and, among other  
2 things, provided contract management, utilization review and development of cost containment  
3 alternatives for the TRI-COUNTIES FUND.

4 5. GOOD SAMARITAN is informed and believes that Defendant RODEO DENTAL  
5 GROUP ("RODEO DENTAL") is a California business whose address is 1070 N. Davis Rd.,  
6 Salinas, CA 93907. GOOD SAMARITAN is informed and believes that RODEO DENTAL was  
7 a signatory to a master Professional, Technical, Office and Community Service Employees  
8 Agreement with TRI-COUNTIES which provided coverage to its employees under the TRI-  
9 COUNTIES FUND. GOOD SAMARITAN is informed and believes that Mother G was  
10 employed by RODEO DENTAL in 2005.

11 6. Plaintiff is unaware of the true names and capacities of Defendants sued herein as  
12 DOES 1-50, inclusive, and therefore sues said defendants by such fictitious names and will amend  
13 this Complaint to allege their true names and capacities when ascertained.

14 **GENERAL ALLEGATIONS**

15 7. On or about October 3, 2005, Mother G was admitted to GOOD SAMARITAN.  
16 Later that day she delivered a newborn girl, Baby G, who required further medical treatment.  
17 After delivery, Baby G was directly transferred to GOOD SAMARITAN's neo-natal intensive care  
18 unit where she began a slow recovery and rehabilitation, finally discharging from GOOD  
19 SAMARITAN approximately 4½ months later on February 17, 2006.

20 8. Upon her admission on October 3, 2005, Mother G signed a document titled  
21 "Conditions of Admission and Authorization for Medical Treatment" wherein she assigned her  
22 benefits to GOOD SAMARITAN.

23 9. Upon admission, GOOD SAMARITAN obtained a copy of Mother G's insurance  
24 card which listed the TRI-COUNTIES FUND and PHA as her insurance and network provider.  
25 The front of the card listed Mother G as an "employee" and contained an effective date of August  
26 1, 2005. The front of the card also stated that to "...access benefits and verify eligibility, see  
27 reverse side." On the reverse side of Mother G's insurance card, PHA's telephone number was  
28 listed as "Network Provider" and was listed for "Hospital Pre-Admission" review.

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10. Plaintiff is unaware of the precise nature of the relationships between the defendants but believes that defendants the TRI-COUNTIES FUND and PHA (hereinafter, collectively, "PLAN DEFENDANTS") were the principals and/or agents of each other and/or were acting on behalf of each other with knowledge and approval of each other. GOOD SAMARITAN also believes that the TRI-COUNTIES FUND was part of the PHA network of providers.

11. At all times herein mentioned, PHA had a contractual relationship with GOOD SAMARITAN wherein PHA was obligated to, among other things, identify and solicit third party payors, such as the TRI-COUNTIES FUND, "who seek to contract with hospitals..." such as GOOD SAMARITAN. The agreement between GOOD SAMARITAN and PHA was titled "Provider Services Agreement" and was entered into on or about April 1, 1994.<sup>2</sup>

12. Under the Provider Services Agreement, PHA was obligated to enter into "Health Care Contracts" with third party payors such as the TRI-COUNTIES FUND on behalf of GOOD SAMARITAN for the provision of medical and other covered services. The Provider Services Agreement contained as Exhibit "A," a form Health Care Contract to be executed between the various third party payors and GOOD SAMARITAN.

13. Under the Provider Services Agreement, PHA was designated as GOOD SAMARITAN's "attorney-in-fact" to enter into contracts substantially similar to the "Health Care Contract" attached to the Provider Services Agreement on behalf of GOOD SAMARITAN with third party payors, such as the TRI-COUNTIES FUND.

14. Under the terms of the form Health Care Contract, the third party payor agreed that contracting through PHA represented the creation of a "unique product that is not comparable to individual contracts between the Payor and individual providers." The form Health Care Contract set forth the compensation terms for which GOOD SAMARITAN would provide health care

<sup>2</sup> The Provider Services Agreement has not been attached as an exhibit to this Complaint in order to preserve the confidentiality of the terms, conditions and rates contained in the agreement, pursuant to the confidentiality and disclosure provisions agreed to between the parties to the contract.

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1 services to the third party payors' subscribers. By its terms, GOOD SAMARITAN would provide  
2 medical services and the third party payor agreed to pay the compensation set forth in the Health  
3 Care Contract for subscribers of the TRI-COUNTIES FUND plan.

4 15. In addition, under the Provider Services Agreement, PHA was obligated to provide  
5 utilization review and to "assure that services provided or arranged for subscribers of ...[third  
6 party payors]... are both appropriate and consistent with current standards and quality medical  
7 care."

8 16. The Provider Services Agreement also contained an indemnification clause which  
9 provides that PHA and GOOD SAMARITAN shall "each indemnify and hold the other harmless  
10 from all claims, losses, damages, judgments, liabilities, causes, expenses or obligations (including,  
11 but not limited to reasonable attorneys fees and expenses) arising out of or resulting from its own  
12 acts and omissions and those of its own employees and agents."

13 17. GOOD SAMARITAN is informed and believes that PHA entered into such a  
14 Health Care Contract with the TRI-COUNTIES FUND on behalf of GOOD SAMARITAN.  
15 GOOD SAMARITAN bases this belief in part on the fact that the TRI-COUNTIES FUND  
16 subscribers, such as Mother G and Baby G, accessed GOOD SAMARITAN through PHA's  
17 provider network.

18 18. Upon her admission, GOOD SAMARITAN obtained authorization for the  
19 treatment and provision of medical and other services to Mother G and Baby G from PLAN  
20 DEFENDANTS. In confirming eligibility, GOOD SAMARITAN contacted PLAN  
21 DEFENDANTS to confirm eligibility and coverage.

22 19. Upon admission of Mother G and Baby G, PLAN DEFENDANTS provided  
23 authorization and an authorization number to GOOD SAMARITAN. PLAN DEFENDANTS  
24 provided this information both over the telephone and in a document titled "Utilization Review  
25 Summary."

26 20. At least once every two weeks, and on many additional occasions, PLAN  
27 DEFENDANTS spoke with representatives of GOOD SAMARITAN to obtain an update on the  
28 condition of Baby G and to approve the necessity and appropriateness of her continuing medical

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1 care. During each of these calls, PLAN DEFENDANT'S authorized the continuing care of Mother  
2 G and Baby G.

3 21. Many months of services were provided to Mother G and Baby G, during which  
4 PLAN DEFENDANTS never informed GOOD SAMARITAN that there were any concerns  
5 regarding the authorization, eligibility or coverage of Mother G or Baby G.

6 22. Just days before Baby G's already scheduled discharge date however, PLAN  
7 DEFENDANTS informed GOOD SAMARITAN of the anticipated, retroactive denial of coverage  
8 although no such legal or contractual right exists to do so following authorization.

9 23. PLAN DEFENDANTS since have attempted to retroactively rescind authorization  
10 for and coverage of Mother G's and Baby G's medical services provided by GOOD  
11 SAMARITAN. GOOD SAMARITAN was initially informed that the retroactive termination of  
12 coverage was effective November 1, 2005. Months later, in or about May, 2006, GOOD  
13 SAMARITAN was informed that the effective date of the retroactive termination was pushed back  
14 to September 30, 2005.

15 24. In total, billed charges for services to Mother G and Baby G are approximately  
16 \$2,005,621.00

#### 17 FIRST CAUSE OF ACTION

#### 18 (Breach of Contract – Against the TRI-COUNTIES FUND)

19 25. GOOD SAMARITAN realleges and incorporates the allegations above.

20 26. GOOD SAMARITAN is informed and believes that PHA entered into a Health  
21 Care Contract with the TRI-COUNTIES FUND on behalf of and as attorney-in-fact for GOOD  
22 SAMARITAN which provided that the TRI-COUNTIES FUND would compensate GOOD  
23 SAMARITAN for the medical and other services provided to the TRI-COUNTIES FUND's  
24 subscribers.

25 27. GOOD SAMARITAN fulfilled all of its obligations and complied with all  
26 conditions, covenants and obligations of the Health Care Contract.

27 28. GOOD SAMARITAN is entitled to payment for all of the medical and other  
28 services provided to Mother G and Baby G under the terms of the Health Care Contract, for each

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1 of the following reasons, any one of which is enough to constitute a breach of contract:

2 a. First, the TRI-COUNTIES FUND is in default under the Health Care  
3 Contract, which required the TRI-COUNTIES FUND to pay for the coverage of Mother G and  
4 Baby G at the rates specified in the Health Care Contract. The TRI-COUNTIES FUND refused to  
5 pay the bills for medical and other services that GOOD SAMARITAN provided to Mother G and  
6 Baby G when properly presented.

7 b. Second, the TRI-COUNTIES FUND breached the Health Care Contract  
8 when it refused to pay for the properly presented claims of Mother G and Baby G after GOOD  
9 SAMARITAN made a reasonable effort to confirm that was the person whose name appeared on  
10 her TRI-COUNTIES FUND identification card under the terms of the Health Care Contract.

11 c. Third, the TRI-COUNTIES FUND breached the Health Care Contract when  
12 it failed to continually update information for its subscribers from which GOOD SAMARITAN  
13 could verify the eligibility status of Mother G and Baby G.

14 29. GOOD SAMARITAN has demanded the payment of those amounts specified in  
15 the payment schedules of the Health Care Contract for the services provided to Mother G and  
16 Baby G. The TRI-COUNTIES FUND has refused to pay, contrary to their obligations under the  
17 Health Care Contract.

18 30. The TRI-COUNTIES FUND committed an unjustified breach of the Health Care  
19 Contract by their specific conduct and action when they failed to pay the amounts properly billed  
20 to the TRI-COUNTIES FUND.

21 31. As a result of the actions of the TRI-COUNTIES FUND, GOOD SAMARITAN  
22 has been damaged in an amount to be proved at trial.

23 **SECOND CAUSE OF ACTION**

24 **(Violation of the Implied Covenant of Good Faith and Fair Dealing — against the TRI-**  
25 **COUNTIES FUND)**

26 32. GOOD SAMARITAN realleges and incorporates the allegations above.

27 33. GOOD SAMARITAN and the TRI-COUNTIES FUND had a business relationship  
28 pursuant to the Health Care Contract between them through PHA.

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34. There was an implied covenant of good faith and fair dealing between the Parties, whereby the TRI-COUNTIES FUND was bound to cooperate with GOOD SAMARITAN in the performance of the Health Care Contract. In particular, the TRI-COUNTIES FUND had an obligation to pay all claims submitted by GOOD SAMARITAN and to dispute only those claims that the TRI-COUNTIES FUND in good faith could argue were not covered or were in excess of the rates specified in the Health Care Contract. The TRI-COUNTIES FUND had the further obligation of keeping GOOD SAMARITAN informed of the updated eligibility of the TRI-COUNTIES FUND's subscribers.

35. GOOD SAMARITAN has performed all the services, and met all obligations and terms required of it under the Health Care Contract. The TRI-COUNTIES FUND, however, has materially breached the covenant because it acted unfairly towards Plaintiffs by:

- a) failing to pay GOOD SAMARITAN at the rates specified in the Health Care Contract;
- b) failing to reasonably and timely inform GOOD SAMARITAN of any problems with the eligibility or coverage of Mother G or Baby G during the pre-admission certification or the continual approvals of ongoing medical care and treatment; and
- c) attempting to impose retroactive rescission of the authorizations already provided to GOOD SAMARITAN.

36. As a result of the actions of the TRI-COUNTIES FUND, GOOD SAMARITAN has been damaged in an amount to be proved at trial.

### THIRD CAUSE OF ACTION

#### (Breach of Contract -- Against PHA)

37. GOOD SAMARITAN realleges and incorporates the allegations above.

38. Under the Provider Services Agreement, PHA was obligated to provide "utilization review" and to assure that services provided were both appropriate and consistent with current standards and quality medical care set forth therein.

39. Under the Provider Services Agreement, PHA was obligated to enter into "Health Care Contracts" with third party payors such as the TRI-COUNTIES FUND on behalf of GOOD

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1 SAMARITAN for the provision of medical and other covered services.

2 40. THE TRI-COUNTIES FUND has suggested that it may not consider itself bound  
3 by the Health Care Contract that GOOD SAMARITAN believes TRI-COUNTIES entered into  
4 through PHA. If, on behalf of and as attorney in fact for GOOD SAMARITAN, PHA did not  
5 enter into such a Health Care Contract with the TRI-COUNTIES FUND, then PHA breached its  
6 obligations do so under the Provider Services Agreement.

7 41. If, on behalf of and as attorney in fact for GOOD SAMARITAN, PHA did not  
8 enter into such a Health Care Contract with the TRI-COUNTIES FUND, PHA breached its  
9 obligation to assure that the TRI-COUNTIES FUND, as a third party payor, agreed to the  
10 utilization review mechanisms, the pre-admissions procedures, the concurrent and retrospective  
11 review of medical and other covered services and the price and price related terms of the Health  
12 Care Contract.

13 42. GOOD SAMARITAN fulfilled all of its obligations and complied with all  
14 conditions, covenants and obligations of the Provider Services Agreement.

15 43. The Provider Services Agreement also contains an indemnification clause which  
16 provides that PHA and GOOD SAMARITAN shall "each indemnify and hold the other harmless  
17 from all claims, losses, damages, judgments, liabilities, causes, expenses or obligations (including,  
18 but not limited to reasonable attorneys fees and expenses) arising out of or resulting from its own  
19 acts and omissions and those of its own employees and agents."

20 44. If, on behalf of and as attorney in fact for GOOD SAMARITAN, PHA did not  
21 enter into such an Health Care Contract with the TRI-COUNTIES FUND, PHA committed an  
22 unjustified breach of the Provider Services Agreement by their specific conduct and action when  
23 the TRI-COUNTIES FUND failed to pay the amounts properly billed to the TRI-COUNTIES  
24 FUND.

25 45. As a result of the actions of PHA, GOOD SAMARITAN has been damaged in an  
26 amount to be proved at trial.

27 ///

28 ///

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**FOURTH CAUSE OF ACTION****(Violation of the Implied Covenant of Good Faith and Fair Dealing -- against PHA)**

46. GOOD SAMARITAN realleges and incorporates the allegations above.

47. GOOD SAMARITAN and PHA had a business relationship that spanned more than 13 years, as a result of which PHA was able to enter into contracts with third party payors, such as the TRI-COUNTIES FUND, for the use of their provider network of which GOOD SAMARITAN's services and facilities were a part.

48. There was an implied covenant of good faith and fair dealing between the Parties, whereby PHA was bound to refrain from any conduct which would deprive GOOD SAMARITAN of the benefit of the Provider Services Agreement. The Covenant also mandated that PHA act fairly towards GOOD SAMARITAN and imposed a duty to do everything that the Provider Services Agreement presupposed that PHA would do to accomplish the purposes of the Provider Services Agreement. In particular, PHA had an obligation to pay, or cause the third party payors to pay, all claims in full submitted by GOOD SAMARITAN and to dispute only those claims that PHA in good faith could argue were not covered or were in excess of the rates specified in the Provider Services Agreement.

49. GOOD SAMARITAN has performed all the services, and met all obligations and terms required of it under the Provider Services Agreement. PHA, however, has materially breached the covenant because it acted unfairly towards Plaintiffs by:

- a) failing to pay, or, in its position as an administrator, causing the TRI-COUNTIES FUND's failure to pay GOOD SAMARITAN at the rates specified in the Health Care Contract;
- b) If, on behalf of and as attorney-in-fact of the TRI-COUNTIES FUND, PHA did not cause a Health Care Contract to be entered into between GOOD SAMARITAN and the TRI-COUNTIES FUND, relying on an unexecuted arrangement to permit the TRI-COUNTIES FUND's subscribers to access GOOD SAMARITAN; and
- c) If Baby G and Mother G are not eligible, then failing to accurately verify the eligibility or coverage of Mother G and Baby G in a timely manner.

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1 50. As a result of the actions of PHA, GOOD SAMARITAN has been damaged in an  
2 amount to be proved at trial.

### 3 FIFTH CAUSE OF ACTION

#### 4 (Promissory Estoppel – against PLAN DEFENDANTS)

5 51. GOOD SAMARITAN realleges and incorporates the allegations above.

6 52. If no Health Care Contract exists between GOOD SAMARITAN and the TRI-  
7 COUNTIES FUND, then GOOD SAMARITAN relied in good faith to its detriment on the  
8 promises and prior authorizations and approvals provided by PLAN DEFENDANTS in (i) issuing  
9 an identification card to Mother G and Baby G, (ii) approving care to Mother G and Baby G by  
10 providing verbal and written authorization, and (iii) continually approving their care and treatment  
11 throughout their stay at GOOD SAMARITAN without mentioning any coverage issues.

12 53. By their actions, PLAN DEFENDANTS are estopped from denying payment for  
13 the claims of GOOD SAMARITAN after they provided pre-claim authorization and continued,  
14 throughout the course of the stay of Mother G and Baby G to approve their continuing care.

15 54. As a result of PLAN DEFENDANTS' actions, GOOD SAMARITAN has been  
16 damaged in an amount to be proved at trial.

### 17 SIXTH CAUSE OF ACTION

#### 18 (Breach of Statutory Obligations Under Insurance Code §706.04 and/or Health & Safety 19 Code § 1371.8– against PLAN DEFENDANTS)

20 55. GOOD SAMARITAN realleges and incorporates the allegations above.

21 56. California law precludes the retroactive denial of benefits after certifying coverage,  
22 by requiring payment when a hospital provides services in good faith based on the payor's pre-  
23 claim representations. See Ins. C. §706.04; Health & Safety C. § 1371.8.

24 57. In providing medical services to Mother G and Baby G, GOOD SAMARITAN  
25 relied in good faith to its detriment on authorizations and approvals provided by PLAN  
26 DEFENDANTS in (i) issuing an identification card to Mother G, (ii) approving Mother G's and  
27 Baby G's care by providing verbal and written authorization and (iii) continually approving their  
28 care and treatment throughout their entire stay at GOOD SAMARITAN without mentioning any

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1 coverage issues until just days before Baby G's scheduled discharge.

2 58. By their actions, PLAN DEFENDANTS violated the obligations contained in  
3 California Insurance Code §706.04 and California Health & Safety Code § 1371.8. by denying  
4 payment for the claims of GOOD SAMARITAN after they provided pre-claim authorization and  
5 continued, throughout the course of the stay of Mother G and Baby G to approve their continuing  
6 care.

7 59. As a result of PLAN DEFENDANTS' actions, GOOD SAMARITAN has been  
8 damaged in an amount to be proved at trial.

### 9 SEVENTH CAUSE OF ACTION

#### 10 (Common Counts – PLAN DEFENDANTS)

11 60. GOOD SAMARITAN realleges and incorporates the allegations above.

12 61. Between October, 2005 and February, 2006, GOOD SAMARITAN provided  
13 hospital and other healthcare services to the TRI-COUNTIES FUND's enrollees Mother G and  
14 Baby G in the contracted amount of bills totaling over \$2,000,000.00 and were provided bills  
15 stating an account for those amounts. The TRI-COUNTIES FUND and/or PHA were obligated to  
16 reimburse GOOD SAMARITAN for the hospital and medical services provided to the TRI-  
17 COUNTIES FUND's enrollees.

18 62. GOOD SAMARITAN has sent statements to the TRI-COUNTIES FUND and/or  
19 PHA for these stated services in the amount of approximately \$2,000,000.00.

20 63. Neither the TRI-COUNTIES FUND nor PHA have paid GOOD SAMARITAN the  
21 full amount for these stated services. Accordingly, there is now due, owing and unpaid  
22 \$2,000,000.00, plus interest thereon at the legal rate.

### 23 EIGHTH CAUSE OF ACTION

#### 24 (NEGLIGENCE – Against PLAN DEFENDANTS)

25 64. GOOD SAMARITAN realleges and incorporates the allegations above.

26 65. The TRI-COUNTIES FUND and PHA committed negligence when they failed  
27 in their duties to GOOD SAMARITAN when: (i) the medical care and treatment of Mother G and  
28 Baby G was authorized and approved; (ii) they issued an identification card to Mother G on

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1 which GOOD SAMARITAN relied in good faith, (iii) they approved the medical care and  
 2 treatment of Mother G and Baby G in verbal and written authorization and (iv) when they  
 3 continually approved their care and treatment throughout their entire stay at GOOD  
 4 SAMARITAN without mentioning any coverage issues until just days before Baby G's scheduled  
 5 discharge and after previously authorizing care.

6 66. The PLAN DEFENDANTS made inaccurate and false representations and  
 7 warranties that Mother G and Baby G were authorized to receive medical care and treatment by  
 8 GOOD SAMARITAN on an initial and continuing basis.  
 9 These fraudulent misrepresentations by the TRI-COUNTIES FUND and PHA have damaged  
 10 GOOD SAMARITAN in an amount to be proved at trial.

#### 11 NINTH CAUSE OF ACTION

#### 12 (Fraud – Against PLAN DEFENDANTS)

13 67. GOOD SAMARITAN realleges and incorporates the allegations above.

14 68. The TRI-COUNTIES FUND and PHA committed fraud when they represented and  
 15 warranted to GOOD SAMARITAN: (i) that the medical care and treatment of Mother G and Baby  
 16 G was authorized and approved; (ii) when they issued an identification card to Mother G, (iii)  
 17 when they approved the medical care and treatment of Mother G and Baby G in verbal and written  
 18 authorization and (iv) when they continually approved their care and treatment throughout their  
 19 entire stay at GOOD SAMARITAN without mentioning any coverage issues until just days before  
 20 Baby G's scheduled discharge and after previously authorizing care.

21 69. The PLAN DEFENDANTS made inaccurate and false representations and  
 22 warranties that Mother G and Baby G were authorized to receive medical care and treatment by  
 23 GOOD SAMARITAN on an initial and continuing basis.

24 70. These fraudulent misrepresentations by the TRI-COUNTIES FUND and PHA have  
 25 damaged GOOD SAMARITAN in an amount to be proved at trial.

#### 26 TENTH CAUSE OF ACTION

#### 27 (Negligent Misrepresentation – Against PLAN DEFENDANTS)

28 71. GOOD SAMARITAN realleges and incorporates the allegations above.

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1 72. The TRI-COUNTIES FUND and PHA committed negligent misrepresentations  
 2 when they represented and warranted to GOOD SAMARITAN: (i) that the medical care and  
 3 treatment of Mother G and Baby G was authorized and approved; (ii) when they issued an  
 4 identification card to Mother G, (iii) when they approved the medical care and treatment of  
 5 Mother G and Baby G in verbal and written authorization and (iv) when they continually approved  
 6 their care and treatment throughout their entire stay at GOOD SAMARITAN without mentioning  
 7 any coverage issues until just days before Baby G's scheduled discharge and after previously  
 8 authorizing care.

9 73. The PLAN DEFENDANTS made inaccurate and false representations and  
 10 warranties that Mother G and Baby G were authorized to receive medical care and treatment by  
 11 GOOD SAMARITAN on an initial and continuing basis.

12 74. These negligent misrepresentations by the TRI-COUNTIES FUND and PHA have  
 13 damaged GOOD SAMARITAN in an amount to be proved at trial.

#### 14 ELEVENTH CAUSE OF ACTION

#### 15 (Wrongful Denial of Health Care Benefits – against the TRI-COUNTIES FUND)

16 75. GOOD SAMARITAN realleges and incorporates the allegations above.

17 76. If the TRI-COUNTIES FUND is an ERISA welfare benefit plan within the  
 18 meaning of Section 3(2)(A) of the Employee Retirement Income Security Act of 1974 (ERISA),  
 19 29 U.S.C. § 1002(1), then this claim is brought pursuant to ERISA §502(a)(1).

20 77. If the TRI-COUNTIES FUND is an ERISA Plan, this court has concurrent  
 21 jurisdiction of actions to enforce or clarify rights under the plan under ERISA, §502(a)(1), 29  
 22 U.S.C. 1132(e)(1); *Wayte v. Rollins Int'l, Inc.* (1985) 169 Cal.App.3d 1, 14.

23 78. At the time GOOD SAMARITAN provided medical services to Mother G and  
 24 Baby G, they were eligible beneficiaries under the TRI-COUNTIES FUND. As eligible  
 25 beneficiaries, they were entitled to receive medical services. GOOD SAMARITAN obtained an  
 26 assignment of benefits from Mother G for Mother G and from Mother G on behalf of Baby G,  
 27 which entitled GOOD SAMARITAN to obtain reimbursement from the TRI-COUNTIES FUND.

28 79. The TRI-COUNTIES FUND has denied the payments for the coverage of Mother

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1 G and Baby G. To date, GOOD SAMARITAN has not received payment for its claims.

2 80. In denying Mother G's claims, the TRI-COUNTIES FUND violated the terms of  
3 the TRI-COUNTIES FUND agreement with Mother G and Baby G.

4 81. In denying Mother G's and Baby G's claims, the TRI-COUNTIES FUND has failed  
5 to give GOOD SAMARITAN a full and fair review of its denial of the claims.

6 82. As a result of the TRI-COUNTIES FUND's actions, GOOD SAMARITAN has been  
7 damaged in an amount to be proved at trial.

#### 8 TWELFTH CAUSE OF ACTION

#### 9 (Tort of Another – Against the TRI-COUNTIES FUND)

10 83. GOOD SAMARITAN realleges and incorporates the allegations above.

11 84. The TRI-COUNTIES FUND undertook tortious conduct toward RODEO  
12 DENTAL in such a way as to injure GOOD SAMARITAN.

13 85. Long after care was provided, GOOD SAMARITAN was told by the TRI-  
14 COUNTIES FUND that, prior to the hospitalization of Mother G and Baby G, Mother G was  
15 employed by RODEO DENTAL, but that during 2005 RODEO DENTAL was delinquent in  
16 paying its premiums.

17 86. GOOD SAMARITAN was told by the TRI-COUNTIES FUND that the TRI-  
18 COUNTIES FUND gave numerous extensions and grace periods to RODEO DENTAL in 2005 in  
19 order for RODEO DENTAL to bring its account current when it was delinquent.

20 87. GOOD SAMARITAN was told by the TRI-COUNTIES FUND that RODEO  
21 DENTAL tried to reinstate coverage, but was refused for not having acted within the "grace  
22 period."

23 88. GOOD SAMARITAN was told by the TRI-COUNTIES FUND that after one final  
24 opportunity to bring its account current in or around December or January, 2005, the TRI-  
25 COUNTIES FUND terminated RODEO DENTAL's coverage effective November 1, 2005, but  
26 only after becoming aware of the expensive claims Mother G and Baby G.

27 89. If true, GOOD SAMARITAN was told that such prior delinquencies were allowed  
28 for payment.

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1 90. If true, GOOD SAMARITAN is informed and believes that the TRI-COUNTIES  
 2 FUND negligently delayed notifying Mother G and/or RODEO DENTAL about the alleged  
 3 delinquency or non-payment of premiums, and thus, improperly prevented them from exercising  
 4 the right to reinstate coverage and/or obtain alternative coverage.

5 91. If true, GOOD SAMARITAN is informed and believes that the substantial delays  
 6 and errors by the TRI-COUNTIES FUND stalled or misled RODEO DENTAL and/or Mother G  
 7 in assuring that coverage was provided for Mother G and Baby G. to GOOD SAMARITAN  
 8 foreseeable detriment.

9 92. If true, GOOD SAMARITAN is informed and believes that the TRI-COUNTIES  
 10 FUND violated an agreement with RODEO DENTAL to accept payments late that was  
 11 established by the prior course of conduct.

12 93. If true, then it appears that the TRI-COUNTIES FUND tried to retroactively cherry  
 13 pick RODEO DENTAL by accepting late payments when no expensive care was needed but then  
 14 refused premiums after it was determined that expensive care was necessary.

15 94. If true, GOOD SAMARITAN is informed and believes that the TRI-COUNTIES  
 16 FUND wrongfully terminated RODEO DENTAL's coverage after it had waived its right to do so.

17 95. GOOD SAMARITAN has rights against the TRI-COUNTIES FUND based on the  
 18 tort of another doctrine, which would include the right to damages for not only the aggregate  
 19 amount of the bills, but also for GOOD SAMARITAN's attorneys' fees.

20 96. A person who through the tort of another has been required to protect his interests  
 21 by bringing or defending an action against a third person may recover for the reasonably necessary  
 22 loss of time, attorneys' fees, and other expenditures he incurred. (*Prentice v. North Amer. Title*  
 23 *Guaranty Corp.* (1963) 59 Cal.2d 618, 620.) "The theory of recovery is that the attorneys fees are  
 24 recoverable as damages resulting from a tort in the same way that medical fees would be part of  
 25 the damages in a personal injury action." (*Sooy v. Peter* (1990) 220 Cal.App.3d 1305, 1310.)

26 97. A contract can form the basis of a duty that one owes to another to satisfy the duty  
 27 element of the tort of another doctrine. *Watson v. Dept. of Transportation*, 68 Cal.App.4<sup>th</sup> 885  
 28 (1998).

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1 98. The TRI-COUNTIES FUND's refusal to accept allegedly late premiums and/or to  
2 honor its express and implied contract to accept them, triggers liability to GOOD SAMARITAN  
3 under this doctrine too.

4 99. As a result of the tortious actions of the TRI-COUNTIES FUND against RODEO  
5 DENTAL and/or, GOOD SAMARITAN has been damaged in an amount to be proved at trial.

### 6 THIRTEENTH CAUSE OF ACTION

#### 7 (Implied Contract – Against RODEO DENTAL)

8 100. GOOD SAMARITAN realleges and incorporates the allegations above.

9 101. GOOD SAMARITAN is informed by the TRI-COUNTIES FUND that prior to the  
10 hospitalization of Mother G and Baby G, Mother G was employed by RODEO DENTAL, and that  
11 during 2005 RODEO DENTAL was delinquent in paying its premiums.

12 102. GOOD SAMARITAN is informed and believes that RODEO DENTAL agreed to.  
13 provide Mother G and Baby G with healthcare benefits as part of her employment, including,  
14 undertaking an obligation to provide health care coverage for Mother G and her family.

15 103. If the TRI-COUNTIES FUND is correct that RODEO DENTAL did not timely pay  
16 its insurance premiums and did not meet the alleged grace period then, it did so to the detriment of  
17 Mother G and Baby G.

18 104. GOOD SAMARITAN is the assignee of the rights of Mother G and Baby G for  
19 coverage benefits, which includes 's Mother G's and Baby G's right to insurance coverage through  
20 RODEO DENTAL.

21 105. As a result of the actions of RODEO DENTAL, GOOD SAMARITAN has been  
22 damaged in an amount to be proved at trial.

### 23 PRAYER FOR RELIEF

24 GOOD SAMARITAN prays for judgment in its favor, and against Defendants, as follows:

- 25 (a) For compensatory damages as proven at trial.
- 26 (b) For costs of suit.
- 27 (c) Order that the decision denying the claims of GOOD SAMARITAN be
- 28 reversed and that the claims be paid, including prejudgment interest;

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- 1 (d) For punitive damages;
- 2 (e) For attorneys' fees; and
- 3 (f) For such other relief as the Court may deem just and proper.

4 DATED: October 1, 2007

HOOPER, LUNDY & BOOKMAN, INC.

6 By: 

7 MICHAEL A. DUBIN  
8 Attorneys for Plaintiff GOOD SAMARITAN  
9 HOSPITAL  
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**EXHIBIT C**

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NEIL BODINE  
ROBERT BONSALE  
GEOFFREY PILLER  
CATHERINE E. AROSTEGUI  
JOHN C. PROVOST  
ANDREW H. BAKER  
JASON RABINOWITZ\*  
SHEILA K. SEXTON  
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MARGARET A. GEDDES  
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\*\*ALSO ADMITTED IN PENNSYLVANIA AND WASHINGTON  
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OF COUNSEL  
JOSEPH C. WAXMAN

Sender's Email: mmorbello@beesontayer.com

October 22, 2007

*By Mail and Facsimile to (831) 424-0549*

Dr. Bharat Rakshak, DDS  
Rodeo Dental Group  
1070 North Davis Road  
Salinas, CA 93906

*Re: Good Samaritan Hospital v. Tri-Counties Health & Welfare Trust Fund, Pacific Health Alliance, Inc, and Rodeo Dental Group  
Santa Clara Superior Court Case No. 107CV095539*

Dear Dr. Rakshak:

Our office represents the Tri-Counties Health & Welfare Trust Fund, which has been named a defendant along with Rodeo Dental Group in the above-referenced lawsuit. I understand that Rodeo Dental has been served with the summons and complaint in this lawsuit earlier this month. It is extremely important that I speak with Rodeo Dental's attorney as soon as possible regarding this lawsuit. It may be in our client's mutual interest to have this case removed to federal court, but to do so we must act quickly.

Please forward this letter to your attorney promptly. Thank you for your attention to this matter.

Very truly yours,

Matthew Morbello

MM/cjb

cc: Teague Paterson

**FILE COPY**

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TO: Dr. Bharat Bakshak	FAX NO: (831) 424-0549
Rodeo Dental Group	
FROM: Matthew Morbello	FAXED BY: Cynthia J. Belcher
DATE: October 22, 2007	
MATTER ID: 1334-015	NUMBER OF PAGES: 2
RE: Good Samaritan Hospital v. Tri-Counties Health & Welfare Trust Fund	